

Henry Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

SOLE SOURCE DETERMINATION

July 27, 2020

TO: Procurement File

FR: Bill Taylor, Procurement Manager 

VIA: Gus Martinez, County Assessor
P.J. Griego, Administrative Assistant

RE: Sole Source Determination Regarding Pictometry International Corporation, for Aerial Imagery Totaling \$1,539,360.00, Exclusive of NM GRT, Over a Six Year Term

Background:

The Santa Fe County Assessor's Office is statutorily charged with conducting property inspections in Santa Fe County for the purposes of property valuation. Like many other Assessor offices across the nation, Santa Fe County Assessor's Office performs this duty under the guidelines established by IAAO (International Association of Assessing Officers) and the State of New Mexico's Property Tax Division (PTD) to ensure fair and equitable property valuation. One of the tenants of IAAO and PTD is to develop a property valuation plan that strives to ensure all property within a jurisdiction is reviewed in a timely fashion, usually once in a five-year cycle.

Issue:

In 2014 the County Assessor acquired the services of Pictometry International Corp. utilizing the GSA Cooperative Agreements, pursuant to NMSA 1978, 13-1-129 *Procurement under existing contracts*, to provide a new aerial imagery that includes the most populated areas of Santa County including the city limits of Santa Fe that will provide digital aerial ortho and oblique photos for the purpose of visualizing and measuring properties when access is not available by any other means. One of the primary requirements of the Assessor's Office is that the aerial imager consist of 3-inch or better pixel resolutions in both orthogonal and oblique views in 4 cardinal directions (east, west, north and south).

The County Assessor's Office requires the product and services from Pictometry that are not currently included within the current GSA agreement and are considered a "off-market" items. The 2" resolution geo-referenced aerial imagery necessary to identify the effective age of homes, to merge with the Assessor's CAMA system which will allow updated photos and develop more accurate reappraisals to determine value is required.

The Assessor's Office must have the ability to compare oblique aerial imagery that was provided by Pictometry from flights that were made two-years prior, with current flights through by way of this procurement. Pictometry has proprietary rights to the data and imagery from the previous aerial data obtain two years ago. Comparing the 2018 aerial photos with the 2021 photos will afford the office the opportunity to begin their review process two years earlier, and become more current with our data. Purchasing and using the change detection software will provide a more efficient means to compare the two sets of photos. This software will analyze the building outlines from both sets of photos and create a work list for our staff to immediately begin reviewing, rather than having to discover the changes through a manual visual inspection.

Determination

Pursuant to 13-1-126, NMSA 1978 this Purchasing Department after conducting due diligence has made the determination that this is a sole source procurement pursuant to the NMSA 1978 13-1-126 that *"a contract may be awarded without competitive sealed bids or competitive sealed proposals regardless of the estimated cost when the state purchasing agent or a central purchasing office makes a determination, after conducting a good-faith review of available sources and consulting the using agency, that other similar services, construction or items of tangible personal property cannot meet the intended purpose of the contract."*

In researching various sources including the International Association of Assessing Officers (IAAO) and researching other New Mexico Assessors it was found that no other vendor can provide the accuracy and precision required for the level of measurements (to include height, length and width) of properties for the Santa Fe County. Furthermore, the fact that Pictometry holds proprietary rights of the data collected in prior years and that no other company has access to, or will be afforded the data information to compare with current flight data that may be obtained, makes it unique to the original intent and purpose of the services needed.

Therefore, it is determined that Pictometry International Corporation is deemed a Sole Source Vendor for the following services may be procured as a Sole Source Procurement.

Vendor Information: Pictometry International Corporation
25 Methodist Hill Dr.
Rochester, NY 14623

Deliverables:

- See Attachment/Section A for Product Descriptions, Prices and Payment Terms

The County obtained the first two flights under the previous contact with Pictometry in years 2016 and 2018, as "First Project and Second Project". This new contract will consist of the "Third, Fourth and Fifth Projects.

Amount of Purchase: \$513,120.00 every second year, totaling \$1,539,360.00, exclusive of NMGRT over the 6 year contract term.

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

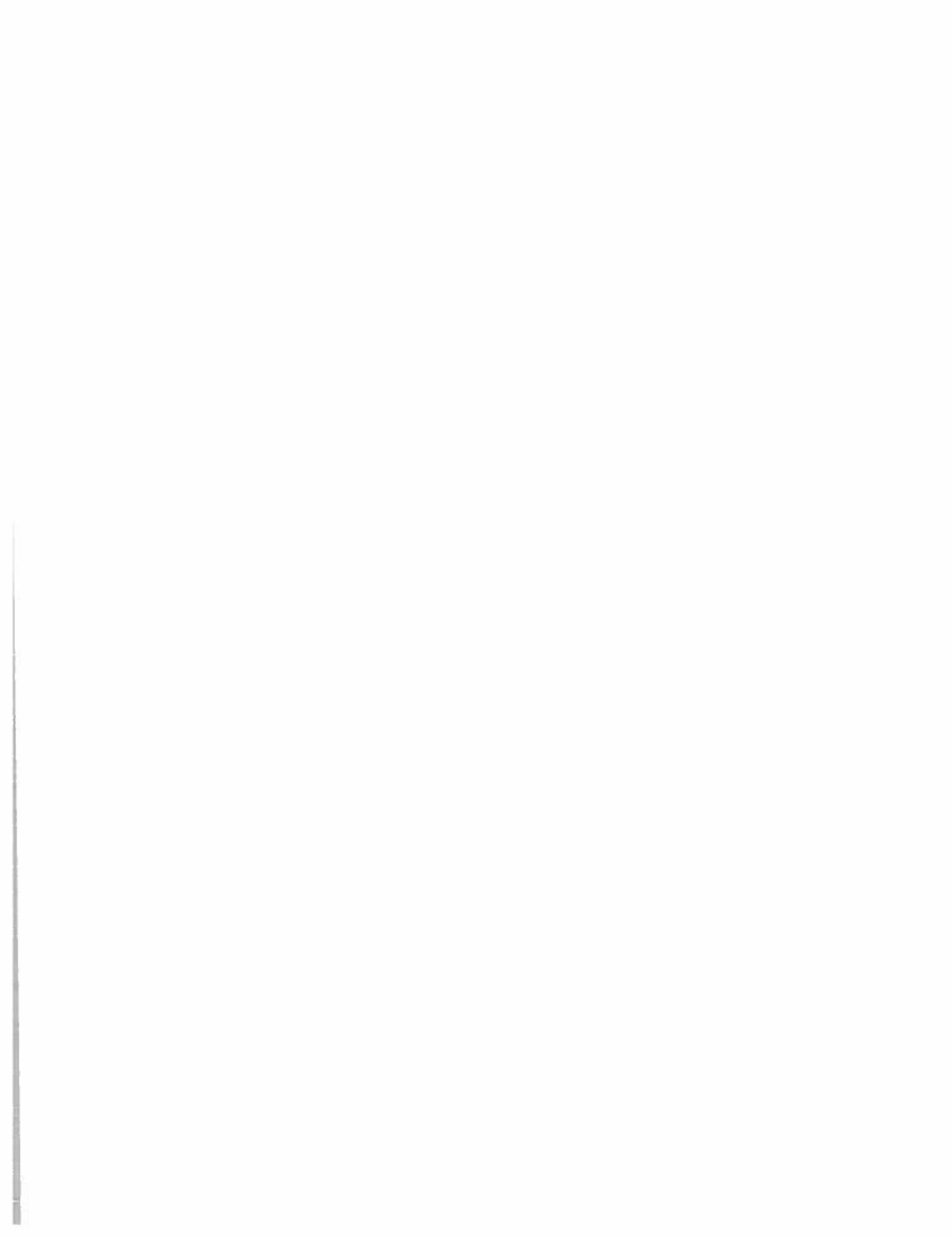
ORDER #
C184484

BILL TO
Santa Fe County, NM
Gus Martinez, Santa Fe County Assessor
102 Grant Ave.
Santa Fe, NM 87504
(505) 986-6395
gmtzi@santafecountynm.gov

SHIP TO
Santa Fe County, NM
Gus Martinez, Santa Fe County Assessor
102 Grant Ave.
Santa Fe, NM 87504
(505) 986-6395
gmtzi@santafecountynm.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117385	bgarcia	

THIRD PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
817	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$360.00 (10% - Long Term Incentive Discount)	\$294,120.00
1,130	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$160.00		\$180,800.00
85,000	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.35	\$0.32 (8.571%)	\$27,200.00
2	CONNECT Gov 100 Package	CONNECT Gov 100 Package provides Customer with access to and use of Pictometry Connect - CA - 100, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$5,000.00		\$10,000.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
1	Pictometry CONNECT Assessment	Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of	\$5,000.00	\$0.00 (100%)	\$0.00



		concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions			
2	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$0.00 (100%)	\$0.00
2	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$2,000.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Media Drive Capacity 1 862T- Drive Model 2.0T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing extra. Applicable Terms and Conditions: Order Form	\$299.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement	\$3,300.00	\$0.00 (100%)	\$0.00

FOURTH PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
817	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$360.00 (10% – Long Term Incentive Discount)	\$294,120.00
1,130	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$160.00		\$180,800.00
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		Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions			
2	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$2,000.00	\$0.00 (100%)	\$0.00
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1	Media Drive Capacity 1.862T- Drive Model 2.0T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing extra. Applicable Terms and Conditions: Order Form	\$299.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
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SUBTOTAL - FOURTH PROJECT					\$513,120.00

FIFTH PROJECT					
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		Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0 00		\$0 00
1	Media Drive Capacity 1.862T- Drive Model 2.0T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing extra. Applicable Terms and Conditions: Order Form	\$299.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions: Software License Agreement	\$3,300.00	\$0.00 (100%)	\$0.00
SUBTOTAL – FIFTH PROJECT					\$513,120.00

*Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

THIRD PROJECT

Due at Shipment of Imagery	\$256,560.00
Due at First Anniversary of Shipment of Imagery	\$256,560.00
Total Payments	\$513,120.00

FOURTH PROJECT

Due at Shipment of Imagery	\$256,560.00
Due at First Anniversary of Shipment of Imagery	\$256,560.00
Total Payments	\$513,120.00

FIFTH PROJECT

Due at Shipment of Imagery	\$256,560.00
Due at First Anniversary of Shipment of Imagery	\$256,560.00

PRODUCT PARAMETERS

**THIRD PROJECT
IMAGERY**

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Reveal Essentials+ Neighborhood**
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: **ChangeFinder - Change Detection; Digital Parcel File Provided**
Data Source – Base: Pictometry Outlines
Data Source Year – Base: 2019
Data Source – Comparison: Pictometry Imagery
Data Source Year – Comparison: 2021
Deck Identification: Included in Building Outlines

Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

CONNECT

Product: **Pictometry Connect - CA - 100**
Admin User Name: Daniel Fresquez
Admin User Email: defresquez@sanatafecountynm.gov
Geofence: NM Santa Fe (Primary Geofence) NM Santa Fe Metro

Product: **Pictometry Connect View - CA**
Admin User Name: Daniel Fresquez
Admin User Email: defresquez@sanatafecountynm.gov
Geofence: NM Santa Fe (Primary Geofence) NM Santa Fe Metro

**FOURTH PROJECT
IMAGERY**

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Reveal Essentials+ Neighborhood**
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: **ChangeFinder - Change Detection; Digital Parcel File Provided**
Data Source – Base: Pictometry Outlines
Data Source Year – Base: 2021
Data Source – Comparison: Pictometry Imagery
Data Source Year – Comparison: 2023
Deck Identification: Included in Building Outlines

Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

CONNECT

Product: **Pictometry Connect - CA - 100**
Admin User Name: Daniel Fresquez
Admin User Email: defresquez@sanatafecountynm.gov
Geofence: NM Santa Fe (Primary Geofence) NM Santa Fe Metro

Product: **Pictometry Connect View - CA**
Admin User Name: Daniel Fresquez
Admin User Email: defresquez@sanatafecountynm.gov
Geofence: NM Santa Fe (Primary Geofence) NM Santa Fe Metro

FIFTH PROJECT IMAGERY

Product: Reveal Essentials+ Property
Leaf: Leaf Off: Less than 30% leaf cover

Product: Reveal Essentials+ Neighborhood
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: ChangeFinder - Change Detection; Digital Parcel File Provided
Data Source – Base: Pictometry Outlines
Data Source Year – Base: 2023
Data Source – Comparison: Pictometry Imagery
Data Source Year – Comparison: 2025
Deck Identification: Included in Building Outlines
Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Daniel Fresquez
Admin User Email: defresquez@santafecountynm.gov
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Product: Pictometry Connect View - CA
Admin User Name: Daniel Fresquez
Admin User Email: defresquez@santafecountynm.gov
Geofence: NM Santa Fe (Primary Geofence) NM Santa Fe Metro

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

**PICTOMETRY WEB VISUALIZATION OFFERING
TERMS AND CONDITIONS**

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